



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1276.00, recovery of the \$50.00 filing fee, and requesting an order to retain the full security deposit towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on May 6, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The landlord testified that the tenant gave a Notice to End Tenancy on April 8, 2015 and vacated on May 6, 2015 without paying the May 2015 rent. They attempted to re-rent the unit but were unable to rent it until July 1 and therefore they are asking for the lost rental revenue for May 2015.

The landlord further testified that the rental unit was left in need of significant cleaning and carpet cleaning.

The landlord also stated that the bedroom door was left with a hole in it that had to be repaired and repainted, and the carpet had a burn which needed to be repaired.

The applicants are therefore requesting a reduced monetary order as follows:

May 2015 lost rental revenue	\$850.00
Cleaning cost	\$75.00
Carpet cleaning cost	\$126.00
Door repair	\$100.00
Carpet burn repair	\$120.75
Filing fee	\$50.00
Sub-Total	\$1321.75
Less a credit on the tenant's account	-\$25.00
Total	\$1296.75

Analysis

It is my finding that the landlord has shown that the tenant failed to give the required notice to end tenancy to be able to end the tenancy on May 6, 2015

Section 45 of the Residential Tenancy Act states:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Therefore, since the notice given by the tenant was given on April 8, 2015 the notice was valid for the end of May 2015 and the tenant is therefore liable for the lost rental revenue. I therefore allow the landlords claim for lost rental revenue.

It is also my finding that the tenants failed to comply with the requirements under section 32 of the Residential Tenancy Act which states:

32(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

In this case the tenant failed to clean the rental unit satisfactorily and failed to repair damages they cause during the tenancy, and I therefore allow the landlords claims for cleaning, carpet cleaning, door repair, and carpet burn repair.

Therefore the total amount of the claim that I have allowed is as claimed by the landlord.

Conclusion

I have allowed the landlords full claim of \$1296.75 and I therefore Order that the landlord may retain the full security deposit of \$425.00, and I have issued a monetary order in the amount of \$871.75.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 07, 2015

Residential Tenancy Branch

